1936

Department of Revenue

OFFICE Bd of Rev

STATION Madras

Min **No.** 1812

Dated 29-5-36

For the department is Rel. for

Via

Pages in the file .

DESPATCHED
4 JUN 1936

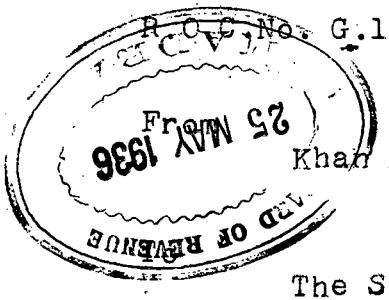
(SUBJECT.)

Security. (South Konara) - Hewgill
Gobin Rao Mistry B - Following Com
Mess. Broadbelt and the Utd. Steel

By post Registered

Rp 93 C3293

R.C.C.No. G.1-956-36.



South-Kanara Collector's Office,
Mangalore, dated 22nd May 1936.

From

Khan Bahadur Muhammad Humayun Sahib Bahadur, B.A.,
Collector of South Kanara.

The Secretary to the Board of Revenue
M a d r a s.

Sir,

Security - Mr. B. Babu Rao - Acting Huzur Treasurer - Fidelity Bond - Submitted for approval.

The acting Treasurer M.R.Ry. B. Babu Rao of the Huzur Treasury is required to furnish a security of Rs.1,000/-. He has offered a fidelity bond No. 1972-M for Rs.1,000/- issued by Messrs. W. A. Beardsell & Co., Ltd., Madras, as security.

2. The bond issued by the above company is herewith submitted for favour of approval.

Your obedient servant,

Ramadhavarao 22/5.

For Collector.

Enclosure:-

One bond.

K.N./

R 22/5

C.F. 16.

DRAFT FOR APPROVAL.

	Date.	Initials.
When received for fair copying		
When copied		
When examined		
When signed		
When despatched.		

SUBJECT :— Security (S. Kanara) - Hugin Treasurer Babu Rao. M R Ry Fidelity Bond Messrs. Beardsell and Co Ltd - Accepted

READ AGAIN _____, dated _____ 19__

" " _____ " _____ 19__

READ *ALSO* :—

No. _____ From the C3293/36 Q, No. _____, dated _____ 19__

" _____ " _____ " 19__

" _____ " _____ " 19__

~~Order~~ Resolution ~~Rout.~~ (Ms.) No. 1812, dated 29. 5. 19 36.

The Bd accepts the form of the fidelity bond executed by Messrs Beardsell and Co. on behalf of M.R.Ry B. Babu Rao Acting Hugin Treasurer Dt. Treasury S. Kanara

2 The Collector is requested to take steps to have a security bond executed by the Acting Treasurer in form (b) of Appendix No 5-A to the M.F. Code Vol II

26.5.36 MB

27.5.36

MB

29/5

No. 1972 M.

The National Guarantee and Suretyship Association Limited.

The Association is the Pioneer of Guarantee and Suretyship business in India. No other class of business transacted.

Head Office:- 17 Charlotte Square, Edinburgh 2.

Managers for India, Burma and Ceylon.

Messrs Gillanders, Arbuthnot & Co., Calcutta.

Sum Guaranteed Rs. 1000/- First Premium Rs.20/-

Renewal Date 15th April Annual premium Rs.20/-

Whereas Mr. Bappanad Babu Rao, hereinafter called the "Employed", is in, or is about to be taken into, the employment of The Secretary of State for India in Council as Huzur Treasurer Collector's Office, Mangalore, hereinafter called the "Employer", in the capacity set forth in the Proposal after mentioned, and an application has been made to the National Guarantee and Suretyship Association, Limited hereinafter called the "Association", to give such guarantee as hereinafter contained, which application has been entertained by the Association.

And Whereas a Proposal for such Guarantee and relative Statement or Statement signed by the Employer have thereupon been delivered to the Association by the Employer, setting forth the circumstances and conditions of the said employment and the precautions and checks to be used by the Employer for securing accuracy of accounts and limiting the amount of moneys entrusted to or left in the hands of the employed at any one time, which Proposal and relative Statement or Statements are hereby declared to be the basis of the Contract of Guarantee hereinafter set forth.

And Whereas the First Premium above mentioned has been paid to the Association as the Premium or consideration for such Guarantee ~~xxxxxxxxxx~~ for the period commencing the

Fifteenth day of April Nineteen hundred and Thirty-six and terminating on the Fourteenth day of April Ninetten hundred and Thirty seven.

Now therefore this Agreement witnesseth that in consideration of the premises, and during the period commencing and terminating as aforesaid, and afterwards during every succeeding year in respect of which the Employed or the Employer shall, before or upon the Fifteenth day of April in each such year, or within ten days thereafter, pay or cause to be paid to the Association, and the Association shall consent to receive, the annual premium above mentioned the Association will, and they do hereby, as surety for the Employed, agree to guarantee to the Employer that, so long as the Employed shall, after the date of this Agreement, continue in the uninterrupted employment of the Employer in the capity set forth in the said proposal; the Employed shall and will, during the subsistence of this Agreement, honestly and faithfully account to the Employer for all moneys which the Employed in the course of said employment shall receive or be entrusted with on account of the Employer, and generally that the Association will to the extent hereinafter mentioned, indemnify the Employer against all loss in such moneys which the Employer may sustain by any fraud or dishonesty of the Employed in the capacity and employment foresaid to an amount not exceeding the sum of Rupees one thousand only.

Provided always that this Agreement is issued subject to the following conditions, which shall be conditions precedent to the liability of the Association to pay any claim hereunder.

1. That the foresaid guarantee and indemnity shall continue operative and in force only so long as the circumstances and conditions of the said employment shall remain in every particular asset forth in the

said Proposal and relative Statement or Statements, and the precautions and checks for securing accuracy of accounts and limiting the amount of moneys entrusted to or left in the hands of the Employed at any one time shall be duly observed and put in practice on the part of the Employer in accordance with the said Proposal and relative Statement or Statements: And that the Association shall only be liable to contribute pro rata along with any other security held by the Employer. That in the event of any such loss as aforesaid not exceeding the sum insured by this Policy any securities held or recoveries made by the Employer shall be appropriated and exhausted before any claim is preferred under this Policy.

3. It is hereby understood and agreed that the within policy is extended to guarantee to the Government that the Employed shall and will during the subsistence of this Policy honestly and faithfully account to the Government for all monies and properties which he, while in the exercise of the office of Huzur Treasurer, Collector's Office, Mangalore shall receive or be entrusted with or which any person acting for him in his said office shall receive or be entrusted with on account of Government. Further the Association shall indemnify the Government against all loss in such monies and properties which the Government may sustain by any act or acts of default or dishonesty, negligence or disregard of rules of the Employed in his said office as aforesaid or other persons nominated, accepted by or serving under him in his said office in the capacity and employment described in the policy.

It is hereby understood and agreed that proviso 3 of this policy is cancelled.

. That the Association shall be liable for any such loss as aforesaid only in the event of the Employer giving notice in writing to the Association in Madras of any act of fraud or dishonesty committed by the Employed immediately after the

same shall have come to the knowledge of the Employer, and within six months either after the Employed shall have left the service of the Employer, or after the death of the employed, or of the lapsing of this Agreement, whichever of these events shall first happen; and such notice shall state the Number of the Agreement, the cause, nature and extent of the loss, so far as then ascertained, and the address, if known, of the Employed; and that no claim shall be made under this Agreement except in respect of any act or acts of fraud or dishonesty which shall have occurred during the subsistance of this Agreement; and from and after the date upon which such fraud or dishonesty shall come to the knowledge of the Employer the Association shall eo ipse, and without any intimation whatever, be relieved from their obligations hereby undertaken so far as regards the subsequent acts of the Employed; And that every claim under this Agreement shall be lodged with the Association without undue delay after notice as aforesaid shall have been given to the Association: and that full particulars and satisfactory proofs of the loss (verified, if the Association shall so require, by Statutory Delcaration) shall be given to the Association: And that when any such loss has been made good and satisfied by the Association, a discharge thereof shall be made hereon by the Employer, and thereupon this Agreement shall be delivered up to the Association: And that the Employer shall, when required by and at the expense of the Association, assign to the Association all claims and rights of action competent to the Employer against the Employed in respect of the loss so sustained.

5. That the Employer shall, if required by the Association, forthwith prosecute the Employed for any act or acts of fraud or dishonesty committed, or supposed to have been committed, by the Employed, in consequence of which a claim may be made under this Agreement, the Association, paying all expense, costs

and damages necessarily incurred by the Employer in such prosecution: And that the Employer shall also give to the Association all such information and assistance as may be reasonably required for maintaining any action against the Employed for reimbursing to the Association any moneys which they may pay, or become liable to pay, under this Agreement.

Signed for and on behalf of the Association at Madras the Eighteenth day of May Nineteen hundred and Thirty-six.

For the National Guarantee and Suretyship Association, Ltd

(For) W.A. Beardsell & Co. Ltd.,

Director, Agents, Madras.

(Office copy)